77. Other UNE-P orders sent by AT&T on or prior to the July 9 filing of BellSouth's application were also rejected because of business rules that had not been provided to AT&T. Orders were rejected for failure to include (1) the type of jack in the feature field when ordering inside wire, (2) inside wire due dates and times, and (3) a USOC for the class of service. None of the BellSouth-provided documentation contained these requirements.

78. The lack of complete business rules has severely hampered AT&T's ability to send UNE combination orders. AT&T has repeatedly requested BellSouth to issue the written ordering requirements for UNE combinations. It recently reiterated that request to BellSouth.[43] Without complete ordering requirements, AT&T has no way of knowing whether new requirements and new problems will occur when it sends orders.

2. **Miscellaneous Account Numbers**

79. BellSouth has advised AT&T that it can recognize, identify, relate and utilize only its own telephone numbers within its own ordering and billing systems; its systems are not designed to accept directory listing orders associated with telephone numbers that are assigned to AT&T as reflected in the Local Exchange Routing Guide ("LERG") to meet the

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[42] (...continued)
Id. In other words, BellSouth has been rejecting orders for failure to include ADL FIDs even though, by its own admission, neither LENS nor EDI currently has a field where the ADL FID can be included. Moreover, the July 7 letter advised AT&T, for the first time, that a separate code would be required to cover "abandon station" situations (such as the abandonment of an apartment by a tenant who did not terminate existing telephone service). Id.

[43] See letter from Jill Williamson (AT&T) to Valerie Gray (BellSouth), dated June 24, 1998 (Attachment 18 hereto).

needs of a customer. Because its systems can neither recognize nor accept the AT&T-assigned number as the account number, BellSouth will process an AT&T directory listing order only if AT&T uses a miscellaneous account number ("MAN"), assigned by BellSouth as the account number on the orders. A MAN includes an alpha character as the fourth character of the number (for example, XXX-MXX-XXX, where "X" denotes a numeric character). When AT&T sends an order with a LERG number, the firm order confirmation returned by BellSouth includes a MAN for that order. Thereafter, AT&T must use the MAN on any subsequent directory listing orders. If it fails to do so, BellSouth will establish two separate accounts for the same customer, with the result that the customer will have separate directory listings. Such situations will cause customer dissatisfaction (with the CLEC) and confusion among users of the directory as to which of the two listings is the "correct" one.

80. Because BellSouth's MAN requirement makes it necessary for AT&T to keep track of the MAN assigned to a particular LERG number, AT&T has been required to input the MANs manually into its systems and to develop a separate database for the purpose of maintaining MAN data and handling two numbers (the MAN number and the LERG-assigned number) for the same customer. This development has been a very costly, time-consuming effort for AT&T.

81. BellSouth has never explained why its systems are incapable of accepting LERG-assigned numbers. Its claim is particularly dubious in view of the fact that other incumbent local exchange carriers, such as GTE, already have systems that accept numbers that AT&T is

assigned from the LERG. And, of course, in its own retail operations BellSouth does not utilize MANs.

82. The difficulties that AT&T has encountered with respect to the MAN requirement have been compounded by BellSouth's failure to develop the necessary business rules and systems governing the submission of MANs to BellSouth by AT&T. As a response to AT&T's complaints about the use of MANs, BellSouth agreed to AT&T's request that it be provided with a block of 10,000 MANs, which AT&T could then include in its orders. However, BellSouth subsequently stated that it could not accept orders with MANs included by AT&T from that block, because it had not defined the process for its systems to accept MANs in those circumstances. BellSouth has stated that this process will not be completed until at least August 1, 1998. Thus, at present BellSouth's systems cannot currently accept numbers assigned from the LERG <u>or</u> MAN numbers assigned by AT&T when AT&T sends them in an initial order. Instead, AT&T will be required to follow the original procedure required by BellSouth -- waiting until BellSouth sends the MAN with the FOC -- and manually enter the MAN into AT&T's database. Since this process is a manual one, it carries a substantial risk of error (incorrect directory listings) and subsequent customer dissatisfaction.

3. <u>Disconnect Orders</u>

83. As Ms. Hassebrock describes in her affidavit, BellSouth has failed to provide business rules governing the submission of orders for the disconnection of numbers ported to ADL customers. As a result, AT&T has no means of submitting disconnect orders, even by fax. Thus, when customers request that their service be disconnected because they are

moving to another location, AT&T never receives confirmation of their termination, and AT&T's systems will continue to bill the customer for the service (because the systems do not discontinue billing of a customer until AT&T receives a completion notice from BellSouth). As a result, customers are likely to be dissatisfied and to terminate any other service that they are taking from AT&T

4. CGI Specifications

84. Contrary to the impression conveyed by Mr. Stacy, BellSouth has not provided CLECs with up-to-date CGI specifications. Stacy OSS Aff., ¶ 114. BellSouth last issued an update of the specifications on April 8, 1998. Id., ¶ 23. That update, however, does not reflect CGI Release 3.0, which BellSouth scheduled for implementation on July 24. If, as BellSouth claims, the CGI specifications are intended to integrate LENS with a CLEC's own systems and the EDI interface, BellSouth has not provided CLECs with the documentation necessary to keep them current -- and to enable CLECs to build CGI.

5. Directory Listings

85. Knowledge of the applicable business rules concerning directory listings is important to the success of a CLEC. Customers expect their local exchange service to include the listing of their name, address, and telephone number in the directory. If a customer is not listed in the BellSouth directory because the service order failed to comply with BellSouth's business rules (or the rules of BellSouth's affiliate, BAPCO, which publishes the BellSouth directories), the

customer's listing either will not appear at all or will be inaccurate.[44] In either case, the result will be customer dissatisfaction -- which almost certainly will be directed at the CLEC.

86. It is difficult to understand BellSouth's insistence that it has provided complete business rules for ordering directory listings, in view of Mr. Stacy's admission that the ordering of directory listings "has been an unresolved issue with AT&T for about a year, and AT&T and BellSouth continue to discuss it." Stacy OSS Aff., ¶ 143. The issue is "unresolved" precisely because BellSouth has still not provided viable, valid business rules for the ordering of directory listings.

87. BellSouth has repeatedly missed its committed deadlines for the delivery of directory listings business rules. When BellSouth implemented EDI-7 on March 16, 1998, for example, it had not yet provided such rules, despite a prior promise to deliver them by February 27.[45] The latest set of the business rules, the "Final Business Rules Manual for Directory Listings," was delivered on May 28, 1998 -- the third such "final" set of rules delivered by BellSouth within the last few months.

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[44] As part of their processing of an AT&T order, the BellSouth systems automatically send a directory listing order (extracted from the service order) to the systems of BAPCO. If the directory listing order clears BAPCO's systems, a listing for that customer will be made in the BellSouth directory. However, BAPCO's systems are not entirely consistent with those of BellSouth's own systems. Thus, it is possible that an order will flow through BellSouth's own systems but nonetheless be rejected by the BAPCO systems for failure to meet a particular BAPCO business rule.

[45] See letter from Pamela Nelson (AT&T) to Jan Burriss (BellSouth), dated March 9, 1998 (Attachment 20 hereto); letter from Jan Burriss (BellSouth) to Pamela Nelson (AT&T), dated March 20, 1998 (Attachment 21 hereto).

88. The BellSouth business rules fail to address numerous issues. Although AT&T and BellSouth have resolved some of the issues, a number of matters remain unresolved.[46] To date, BellSouth has provided only the information necessary to allow simple, straight line residence and business directory listings to flow through its systems to those of BAPCO. CLECs lack the business rules necessary for electronic ordering of additional types of listings. For example, BellSouth has not coded its systems or provided business rules that would enable a CLEC to place electronic orders for directory listings that denote: (1) the small letter in a last name (for example, deMille); (2) lineal descent beyond Junior (for example, John Doe, IV); and (3) an additional listing (such as a listing for the same person or business with either a different telephone number or a different address from the main listing). BellSouth has promised that by July 24, it will implement these enhancements and provide the necessary business rules. However, it had not done so as of July 9, the date of BellSouth's filing. Until that happens, AT&T must submit orders for these listings manually.

C. BellSouth's Policies Regarding Orders For Subsequent Partial Migrations: A Case Study of the Lack of Change Control and BellSouth's Failure To Provide Business Rules

89. Perhaps the most striking instance of BellSouth's failure to follow change control procedures <u>and</u> to provide the necessary business rules involves orders for subsequent partial migrations. As Ms. Hassebrock describes in more detail in her affidavit, most customers

[46] A copy of the "AT&T/BST Directory Listings Ordering Issues Register," which sets forth the various matters under discussion and their status at the time of the filing of BellSouth's application, is attached hereto as Attachment 22

who have taken ADL service from AT&T have initially migrated only some of their lines to AT&T, because they wish to see whether ADL proves to be satisfactory. When, as frequently occurs, the customer later notifies AT&T of its desire to port additional numbers to AT&T, AT&T must submit an order to BellSouth for this "subsequent partial migration."

90. BellSouth, however, does not provide AT&T with the capability to submit electronic orders for subsequent partial migrations. Due to unilateral changes by BellSouth, AT&T cannot submit electronic orders on the EDI-7 interface -- thus making EDI-7 inferior to EDI-6 with respect to this capability. Moreover, as of the date of the filing of its application BellSouth had not even provided AT&T with the business rules necessary to place orders for subsequent partial migrations by fax, resulting in rejection of AT&T's fax orders -- and leaving AT&T unable to submit such orders at all. Ms. Hassebrock describes in her affidavit the detrimental effects of BellSouth's actions on the introduction of ADL. Here, I will discuss the ways in which BellSouth failed to follow industry standards, made unilateral changes in its systems, and failed to promulgate the necessary business rules.

91. AT&T's difficulties with BellSouth regarding orders for subsequent partial migrations began with the EDI-6 interface. EDI-6, which was based on LSOG-1 of the OBF, provided only one field -- LOCBAN (Local Account Number) -- on the local service request form to communicate the CLEC's account number to the incumbent local exchange carrier. As defined by OBF, LOCBAN identified the end user's CLEC billing account number, which may (or may not) be the same as the end user's local exchange telephone number. OBF made the usage of LOCBAN optional on all order activities, because LOCBAN was not needed to access the

customer's record; access could be obtained using the customer's name, address, and line telephone number. The OBF standard assumed that the local service provider could locate the account being migrated by using the telephone number being ported on the order. When a BOC follows the OBF standard, an order for a subsequent migration could fully flow through the BOC's systems electronically.

92. BellSouth, however, refused to support the OBF standard and required that LOCBAN always contain a BellSouth account number for the numbers migrating, even when the account number (the main telephone number) was not an end user number migrating on the order.[47] BellSouth maintained that this requirement was necessary because its systems were unable to locate an account number by using the end user telephone number. BellSouth offered no reasons why its systems lack this ability, even though the OBF standards clearly assume that BOCs such as BellSouth already have this capability and CSRs can be retrieved simply by using the customer's telephone number. In fact, as AT&T has pointed out to BellSouth, BellSouth stands alone among the BOCs in its inability to take an AT&T-assigned main telephone number in the LOCBAN field or any BellSouth telephone number at a line level and use it to find the BellSouth account records.[48]

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[47] Although Mr. Stacy emphasizes the fact that many of BellSouth's interfaces follow industry standards set by the OBF, he fails to discuss BellSouth's failure to support industry standards in the partial migration context. See, e.g., Stacy OSS Aff., ¶¶ 8, 79, 82, 173, 175. For the reasons discussed herein, the problems that AT&T has encountered regarding partial migrations would probably never have occurred had BellSouth adhered to the OBF standards.

[48] See letter from Philip H. Osman (AT&T) to W. Scott Schaefer (BellSouth), dated June 22,

(continued...)

93. For total migrations, BellSouth's requirement was not a problem for CLECs, because the account number for the old BellSouth account and the new CLEC account are the same. However, in a partial migration where the billing telephone number might stay with BellSouth, an order for a subsequent partial migration could be assured of flowing through electronically only if the local service request form had two fields: "From Account Number" and "To Account Number." Otherwise, the order might fall out for manual processing.

94. Beginning in the fall of 1996, AT&T discussed with BellSouth the difficulties that BellSouth's LOCBAN requirement created with respect to partial migrations and subsequent migrations. BellSouth declined to withdraw its requirement. However, BellSouth did agree to a "workaround" that enabled AT&T to submit orders for subsequent partial migrations via EDI-6 by placing AT&T's own account number in the LOCBAN field and BellSouth's account number in the "Remarks" field of the LSR. When BellSouth later implemented "Phase II" of EDI-6, BellSouth continued the workaround, but -- without offering any explanation for the change -- required AT&T to submit such orders with the BellSouth account number in the LOCBAN field and the AT&T account number in the Remarks field.[49]

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[48] (...continued)
1998 (Attachment 23 hereto).

[49] As I previously testified in my affidavits regarding BellSouth's previous Section 271 applications for South Carolina and Louisiana, the interconnection agreement between AT&T and BellSouth required BellSouth to provide an EDI interface -- and the version of EDI in effect at the time was Issue 6. The agreement called for the EDI interface to be implemented in two phases: Phase I was to be developed jointly by AT&T and BellSouth, while Phase II (which was supposed to increase the functionality and capability of Phase I EDI) was developed unilaterally
(continued...)

95. Although AT&T was able to place orders for subsequent partial migrations on EDI-6 using the workaround approach, the orders automatically fell out for manual processing at BellSouth's end because they contained the account number in the Remarks field. This lack of flow-through capability invariably led to delays in provisioning, errors by the BellSouth representatives in re-entering the orders into BellSouth's systems, and higher costs for both parties. By contrast, if BellSouth had followed the OBF standards, the orders could have flowed through to BellSouth's gateway systems, without manual intervention. Nonetheless, the workaround at least enabled AT&T to place orders for subsequent partial migrations electronically, and the data on the order outside the remarks block on the order would be read by BellSouth's systems, making it unnecessary for the BellSouth representative to re-key the entire order into the BellSouth systems.

96. In April 1997, the OBF published its LSOG-2 requirements, which recognized the need for two fields on the LSR to reflect a change from one carrier's account number to another's. The OBF recommended that this change be implemented by the fourth quarter of 1997. Consequently, in October 1997 AT&T proposed to BellSouth that two fields for account number ("From" and "To") be incorporated into the LSR to reflect the OBF recommendations. AT&T pointed out that two account numbers were needed on LSRs to process an order for a subsequent partial migration successfully. BellSouth, however, rejected the

[49] (...continued)
by BellSouth, even though the parties' interconnection agreement provided that BellSouth should do so only in consultation with AT&T

proposal on the ground that it was not a standard in LSOG 1, on which BellSouth was basing its new EDI-7 interface. BellSouth stated that it "tentatively" intended to implement the two fields when it implemented EDI Issue 8, but that the functionality might not be installed until it implemented EDI-9. Nonetheless, BellSouth agreed that AT&T could continue to utilize the workaround to place these orders on EDI-6.

97. In April 1998, in response to repeated requests by AT&T to document the workaround on EDI-6, BellSouth suggested two solutions. First, BellSouth suggested that AT&T send a manual order for partial migrations by fax (although BellSouth did not define the rules for such submissions). Second, BellSouth suggested that AT&T send two related orders performing the same activity with different account numbers on each order; the first order (a migration order) would add the lines to a temporary account, and the second order (a change order) would add the lines to the existing account.[50] AT&T found both of these solutions to be unacceptable, since both would require manual processing by BellSouth. The two-order approach would also result in the establishment of two accounts at AT&T -- a result that ADL customers, who generally favor a single account, would find unsatisfactory. Although BellSouth disagreed with AT&T's position, BellSouth stated that it would continue to allow AT&T to use the workaround approach in EDI-6. BellSouth gave no indication at that time that this functionality would be absent from EDI-7. In fact, during a meeting on April 27, 1998, BellSouth led AT&T to believe that by the end of June it would implement an additional field, EATN, that would allow

[50] Attachment 24 to my testimony illustrates the contrast between the workaround approach and the two-order approach suggested by BellSouth.

subsequent partial migrations to be handled electronically -- which would make EDI-7 an improvement over EDI-6 for this purpose.[51]

98. While AT&T was fulfilling customer orders for ADL using EDI-6, both BellSouth and AT&T were preparing for the introduction of EDI-7. BellSouth allowed AT&T to commence testing of EDI-7, including testing of orders for ADL, in late February 1998. ADL testing continued in March and April, and the last critical test order was submitted on May 14, 1998. Prior to the submission of the last critical test order, BellSouth gave no indication that the workaround agreed to for EDI-6 -- i.e., the insertion of the BellSouth account number into the LOCBAN field and the inclusion of the AT&T account number in the Remarks field -- would be unavailable in EDI-7.

99. BellSouth scheduled the end of EDI-7 testing for ADL, and the "sunsetting" of EDI-6, for June 1, 1998. On May 14, 1998, AT&T submitted what it intended to be the last critical ADL order in its EDI-7 testing. This order, unlike previously submitted critical orders, was intended to test a subsequent migration to an existing account. In submitting the order, AT&T used the same workaround approach that it had employed in EDI-6. However, the order was rejected by BellSouth's systems and returned to AT&T; it was not even manually processed by BellSouth.

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[51] However, after repeated requests by AT&T to confirm its understanding regarding the EATN field, BellSouth advised AT&T that it would implement the EATN field in June only for manual orders, and electronic orders with this field would not be accepted until the first quarter of 1999. See letter from Philip H. Osman (AT&T) to W. Scott Schaefer, dated June 22, 1998 (Attachment 23 hereto).

100. Only when it received a clarification from BellSouth on the order on May 22, 1998 did AT&T learn -- for the first time -- that BellSouth had added a fatal edit in EDI-7 that requires main listing information on all migration orders. On EDI-7 as implemented by BellSouth, the telephone number field in the listing segment must be populated with the main account number on all directory orders where the listing number is different from the main account number. However, BellSouth's EDI-7 also requires <u>every</u> telephone number on a migration order to show a port activity on the number. The effect of the latter requirement is to cause a fatal edit on <u>every</u> subsequent partial migration order, because the telephone number in the directory listing shows no port activity on the line (since the number has already been ported). This edit had not been included in EDI-6. The effect of this edit was to remove workaround functionality from EDI-7; thus, an order sent via EDI-7 using the workaround approach will be totally rejected, whereas in EDI-6 such an order would simply fall out for manual processing by a BellSouth service representative.

101. Once AT&T learned that the workaround approach was unavailable in EDI-7, it asked for an immediate meeting with BellSouth, emphasizing the critical need for successful processing of orders for subsequent partial migrations. In requesting that meeting, AT&T advised BellSouth that it could not proceed with its plans to use EDI-7 for ADL ordering until the problem was resolved. AT&T also requested that BellSouth extend the "sunset" date for EDI-6 and the testing deadline for EDI-7 (both of which BellSouth had scheduled for June 1) to June 15 to give the parties an opportunity to resolve the problem. Although BellSouth agreed to extend the sunset and testing dates to June 16, it repeatedly postponed the requested meeting.

When BellSouth finally agreed to meet with AT&T on June 9, 1998 -- nearly three weeks after AT&T requested the meeting -- BellSouth offered no new proposals, despite AT&T's previous request that BellSouth review possible solutions and develop new proposals. BellSouth simply stated that it understood why its two-order proposal was not feasible for AT&T, and suggested that AT&T send manual orders by fax.

102. Although BellSouth agreed to consider certain proposals suggested by AT&T at the June 9 meeting, BellSouth later advised AT&T that it would not implement any of them. BellSouth simply reiterated its two proposals of submission by facsimile and the two-order system. BellSouth further stated that it would keep EDI-6 operational beyond the scheduled sunset date, but only if AT&T paid BellSouth $1.2 million per year to do so. As I previously indicated, AT&T rejected BellSouth's offer regarding EDI-6, because there is (and can be) no justification for the exorbitant amount demanded by BellSouth. BellSouth has indicated that it is unwilling to discuss the matter further, beyond the alternatives that it has already proposed; on June 15, 1998, it advised AT&T that if AT&T wished to pursue any other electronic solutions, AT&T could utilize the newly-established change control process.[52]

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[52] See letter from Jan Burriss (BellSouth) to Pam Nelson (AT&T), dated June 15, 1998 (Attachment 25 hereto; letter from W. Scott Schaefer (BellSouth) to Philip H. Osman (AT&T), dated June 15, 1998 (Attachment 26 hereto). BellSouth no longer sends its subject matter experts ("SMEs") on subsequent partial migrations to meetings with AT&T where the issue might be discussed. At previous meetings, BellSouth SMEs in attendance had indicated that some of the proposals made by AT&T appeared to be acceptable. Soon after these meetings, however, BellSouth advised AT&T that it was rejecting the proposals.

103. Given BellSouth's position, AT&T concluded that it had no choice but to submit orders for subsequent partial migrations by facsimile if it was to proceed with market entry, and it so advised BellSouth on June 22. AT&T further advised BellSouth, however, that even this method would be feasible for AT&T only if BellSouth immediately supplied AT&T with written instructions on where to place the AT&T account information on a manual order, and if BellSouth agreed that the manual orders would be handled according to the performance standards set forth in the parties' interconnection agreement.[53]

104. BellSouth's refusal to consider any further alternatives beyond its own proposals is unsupportable. AT&T suggested a number of recommendations that would have allowed processing on a single order electronically and required no additional field. One of those proposals was to allow a change order with a migration at the line level -- an approach that has already been sanctioned by the OBF.[54] Moreover, other BOCs do not follow BellSouth's approach. Both Bell Atlantic and GTE set up a single account for AT&T, thereby avoiding the problems presented by BellSouth's EDI-7 interface.

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[53] See letter from Philip H. Osman (AT&T) to W. Scott Schaefer (BellSouth), dated June 22, 1998 (Attachment 23 hereto), pp. 2-3.

[54] See OBF Issue Number 1471 (initial closure August 15, 1997, final closure November 7, 1997), attached hereto as Attachment 27. Other approaches suggested by AT&T that would have achieved this result were: (1) use the LOCBAN field as OBF intended and populate it with the CLEC's account number on a migration and use the telephone number porting to find the existing account number; (2) eliminate the requirement of main listing information on all migration orders; and (3) use the OTN field for the other account number if BellSouth must continue to use LOCBAN as it presently requires. None of these options would require the addition of a second field for an account number.

105. BellSouth's unilateral changes in EDI have left AT&T without EDI ordering capability for subsequent migration orders. Indeed, the result of BellSouth's actions is to leave AT&T without any effective means of submitting such orders. Having been advised only two weeks in advance of the implementation of ADL that the workaround approach used in EDI-6 will no longer be available, AT&T was left with the two options offered by BellSouth: the two-order approach and submission of the order by fax. Either approach requires manual processing, with its corresponding delays, errors, and costs. The two-order approach is even more unacceptable to AT&T than sending orders by fax. The two-order approach is illogical, because it makes no sense to send both a change order and an add order at the same time. Moreover, it is simply not technically feasible for AT&T to install a two-order capability, because it would require two simultaneous, different activities on two orders for the same telephone number -- a requirement that AT&T's systems cannot support. In fact, the systems used in BellSouth's retail operations cannot support such an approach, which would be tantamount to the simultaneous issuance of an add order and a change order on one of BellSouth's own accounts.

106. In short, AT&T will now be relegated to sending orders for subsequent partial migrations by fax -- an approach that is even <u>more</u> manual-intensive and cumbersome than the workaround in EDI-6, despite the competitive importance of having these orders provisioned efficiently. And, as of the date of BellSouth's application, AT&T has been unable to determine how orders for subsequent partial migrations can be sent successfully by fax, due to BellSouth's failure to provide the necessary business rules.

107. Because BellSouth does not allow the use of more than one field for an account number even in its manual ordering processes, AT&T needed written instructions from BellSouth on how to send a manual subsequent migration order. BellSouth, however, provided no such documentation until June 18, after AT&T requested it at the June 9 meeting (which, as previously stated, BellSouth had delayed for nearly three weeks). AT&T then prepared an order consistent with the written requirements for pre-approval by BellSouth. On June 19, 1998, the day after receiving BellSouth's documentation, AT&T requested that BellSouth review the manual order to determine whether it was accurate and correctly applied BellSouth's instructions. AT&T requested that BellSouth respond by June 22, because it was "imperative" that AT&T place manual partial migration orders by that date.[55] On June 23, BellSouth advised AT&T that three BellSouth SMEs had reviewed the order and concluded that it was correct and complete -- and that it was therefore "safe" for AT&T to proceed to send the order, if it wished to do so. Yet when AT&T submitted the order to the BellSouth Local Carrier Service Center ("LCSC") that same day, BellSouth rejected the order. At first BellSouth could not explain why the orders had been rejected; later, BellSouth offered reasons for the rejection that contradicted the written documentation provided to AT&T.

108. As of July 9, when BellSouth's application was filed, BellSouth had still not provided AT&T with clear rules and methods and procedures for the submission of orders for subsequent partial migrations by fax. When AT&T requested this assistance, BellSouth was

[55] See letter dated June 19, 1998, from Denise Berger (AT&T) to Jan Burriss (BellSouth) (Attachment 28 hereto).

nonresponsive. For example, when AT&T asked how it can give directory listings instructions on subsequently ported numbers with no associated directory listings, BellSouth simply referred AT&T to its methods and procedures ("M&Ps"); however, the M&Ps did not set forth BellSouth's requirements for completion of DLR forms. Similarly, BellSouth's instruction to AT&T that submission of a directory request form is unnecessary when a total account is being ported was inconsistent with BellSouth's M&Ps. When AT&T requested a copy of the current directory listing request form (because the fields on that form do not align with the form used by AT&T and approved by BellSouth), BellSouth failed to respond.[56] Given AT&T's lack of access to this information, it could not re-issue these manual orders, since it lacked the information necessary for them to be accepted.

109. AT&T's difficulties in placing orders for subsequent partial migrations illustrate the need for effective change control and complete business rules. These difficulties were encountered solely because BellSouth ignored OBF standards. Although BellSouth initially agreed to a procedure that enabled AT&T to submit orders electronically, it then unilaterally changed its systems so as to preclude AT&T from doing so. Now, having denied electronic ordering capability and having required AT&T to follow an ordering process that involves even more manual intervention than the preexisting "workaround" approach, BellSouth as of July 9 has not given AT&T the business rules it needs even to place an order by fax. The absence of clear

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[56] See electronic mail message from Denise Berger (AT&T) to Paul Philpot (BellSouth), dated July 6, 1998 (Attachment 29 hereto).

business rules is tantamount to asking AT&T to walk through a minefield without having been furnished a map.

III. BELLSOUTH STILL DOES NOT OFFER NONDISCRIMINATORY ACCESS TO OPERATIONS SUPPORT SYSTEMS.

110. Even leaving aside its failure to provide the necessary business rules and follow an effective change control procedures, BellSouth is still not providing CLECs with interfaces which provide them with access equivalent to that which BellSouth has in its retail operations. In numerous respects, the functionality, capabilities, quality, timeliness, and accuracy of the CLEC interfaces are vastly inferior to that of BellSouth's retail systems.

111. Under the Commission's OSS standards established in the Ameritech Michigan Order and reaffirmed in the BellSouth South Carolina Order, in order to satisfy its OSS obligations, BellSouth must deploy the necessary systems and personnel to provide nondiscriminatory access to each of the necessary OSS functions. BellSouth South Carolina Order, ¶ 96; Ameritech Michigan Order, ¶ 136. Although BellSouth has made limited progress in these areas, it is not even close to satisfying the Commission's requirement. Each of the BellSouth interfaces contains numerous flaws that deny nondiscriminatory access; many of them, in fact, were previously found by the Commission to be inconsistent with BellSouth's OSS obligations, but remain uncorrected.

112. Although Mr. Stacy and the other BellSouth witnesses argue that BellSouth now offers parity of access, its interfaces suffer from the same fundamental flaws that caused the Commission to reject its prior applications. As before, the interfaces require

unacceptable degrees of human intervention and lack important capabilities and functionality that are available to BellSouth in its retail operations.

A. Pre-Ordering

113. Parity of access in the pre-ordering process is an essential prerequisite to a CLEC's ability to compete. When a prospective customer is on the line, "new entrants need access to information about an incumbent's network and the availability of products, services, and features to interact with their customers and obtain the information needed to place an order for the services the customer desires." BellSouth South Carolina Order, ¶ 147. Regardless of the method by which the CLEC is providing local exchange service, a BOC such as BellSouth must provide that CLEC with access to OSS functions for pre-ordering that is "equivalent to the access provided to [the BOC's] retail operations in terms of quality, accuracy, and timeliness." Id., ¶ 148.

114. As in his affidavits in support of BellSouth's previous Section 271 applications, Mr. Stacy again argues that pre-ordering information "is not necessary for the huge installed base of existing customers who only want (at most) to switch service providers." Stacy OSS Aff., ¶ 13. That argument is as incorrect today as it was a year ago. Although the number of pre-ordering transactions may vary according to the particular type of service requested, even for a simple migration a CLEC taking a customer order must (at a minimum) review the customer service record ("CSR") and verify the customer's address as it is currently recorded on BellSouth's system. Mr. Stacy himself acknowledges that address validation is "important," because without a valid address the CLEC cannot perform other pre-ordering functions and an order with an

invalid address will fall out for manual processing. Stacy OSS Aff., ¶ 29.[57] Pre-ordering information is therefore necessary regardless of whether the order is for a simple migration or a new installation.[58]

115. As I will discuss below , neither of the interfaces offered by BellSouth for pre-ordering -- EC-Lite and LENS (including the Common Gateway Interface ("CGI") of LENS) -- provides the nondiscriminatory access required by the 1996 Act.[59]

1. <u>EC-Lite</u>

116. Since the filing of its South Carolina and Louisiana applications, BellSouth has introduced EC-Lite, which is the "permanent" pre-ordering interface that BellSouth was

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[57] Mr. Stacy, in fact, understates the matter. If the address on the order is incorrect, the order will be rejected by BellSouth's systems; it does not fall out for manual processing.

[58] Contrary to Mr. Stacy's suggestion, the absence of industry standards for pre-ordering does not make BellSouth's provision of pre-ordering information unnecessary. <u>See</u> Stacy OSS Aff., ¶ 13. BellSouth is required to provide such information, both by the 1996 Act and by the interconnection agreement between the parties. <u>Local Competition Order</u>, ¶ 523; AT&T-BellSouth Interconnection Agreement ("Interconnection Agreement"), Att. 15, §§ 4.3 - 4.5, 7.1.

[59] Although at various points in his affidavit Mr. Stacy depicts CGI as a separate pre-ordering interface, he acknowledges that "CGI is simply a machine-to-machine form of LENS . . . and contains the same functionality as LENS." Stacy OSS Aff., ¶¶ 8, 14-15. Consequently, in this affidavit, I will discuss CGI in my broader discussion of LENS, rather than treat CGI as a separate interface.

required to provide to AT&T by the end of 1997 under the parties' interconnection agreement.[60] AT&T commenced service readiness testing of EC-Lite in January 1998.

117. EC-Lite represents an improvement over LENS in one significant respect. Unlike LENS, EC-Lite is a machine-to-machine interface, and can therefore be integrated both with the CLEC's own systems and with the EDI ordering interface. Thus, by using EC-Lite, a CLEC is able to avoid "dual data entry" -- the need to enter pre-ordering information manually both into its own systems and into BellSouth's OSS -- which the Commission found to be a denial of parity. BellSouth South Carolina Order, ¶¶ 155-166; BellSouth Louisiana Order, ¶¶ 49-55; ¶¶ 157-158, infra.

118. Despite this advantage, EC-Lite fails to provide parity of access to BellSouth's OSS in pre-ordering because it denies CLECs certain significant capabilities that BellSouth has in its retail operations. Specifically (1) EC-Lite does not enable CLECs to obtain firm, calculated due dates during the pre-ordering process; (2) EC-Lite currently denies CLECs the ability to view customer service records ("CSRs") of customers being served through the provision of UNEs; (3) EC-Lite does not present CSR information in a recognizably fielded format, using industry standard codes, or in BellSouth codes that have been documented for use by CLECs, thereby requiring the CLECs to devote substantial time and resources to re-format

[60] The AT&T-BellSouth Interconnection Agreement requires that BellSouth develop electronic interfaces ("permanent" interfaces) to support pre-ordering, ordering, and maintenance and repair. These permanent interfaces replace a series of specified "interim" interfaces (some of which are electronic, others of which are manual) called for by the Agreement. The Agreement obligates the parties to use their best efforts to implement the permanent interfaces by December 31, 1997. See Interconnection Agreement, § 28.1 & Att. 15, §§ 4.1 - 4.6, 5.1 - 7.2.3.

and re-enter the data to utilize it; (4) EC-Lite does not give access to certain information in the CSR that is available to BellSouth's own representatives; and (5) EC-Lite fails to provide other functionalities that BellSouth enjoys in its retail operations.

a. BellSouth Continues To Deny CLECs the Same Ability To Obtain and Reserve Firm, Calculated Due Dates That It Enjoys In Its Retail Operations.

119. The ability to provide a customer with prompt service at parity with BellSouth's is critical to customer satisfaction and to a new entrant's ability to compete. Customers expect a carrier not only to provide service promptly, but also to be able to tell them, while they are still on the line, the date when the service will be installed (the due date). The CLEC must also, at that stage, be able to reserve the due date in order to ensure that the date will not change during the interval between the submission of the order and the return of the Firm Order Confirmation ("FOC") by BellSouth.

120. The Commission previously found that the pre-ordering functionality of LENS did not provide nondiscriminatory access to due dates. BellSouth South Carolina Order, ¶¶ 167-173. Rather than alter that deficient functionality, BellSouth has retained it in LENS and has insisted on implementing it in EC-Lite as well, contrary to AT&T's previous expectations.[61]

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[61] Based on specifications agreed upon by AT&T and BellSouth regarding the necessary capabilities for EC-Lite, AT&T believed until June 1997 that EC-Lite would -- unlike LENS -- give AT&T the ability to obtain a firm, calculated due date at parity with the due dates that BellSouth provides to itself, and to receive CSR information in such a way as to use it to populate AT&T's systems and databases. In June 1997, however, without prior consultation and without the agreement of AT&T, BellSouth advised AT&T that it would not install those functionalities in EC-Lite. See, e.g., letter from Pamela Nelson (AT&T) to Jerry Hendrix (BellSouth), dated June
(continued...)

Although BellSouth has now changed its factual characterization of the method by which due dates are calculated in its own retail operations, the lack of parity still remains, whatever the realities of BellSouth's operations may be.

121. Until recently, BellSouth had stated -- and certainly did not dispute the CLECs' contentions -- that due dates were calculated for its retail operations by its Direct Entry Support Program ("DSAP") legacy system, which applied an algorithm to a number of variable inputs (including the number of lines, type of service, work load, and availability of network facilities). BellSouth South Carolina Order, ¶ 172 n.501. BellSouth, however, now denies that DSAP has the capability to calculate due dates. Instead, it asserts that DSAP "simply maintains a list of the dates that are closed for service orders requiring a dispatch." Stacy OSS Aff., ¶ 60. According to BellSouth's new version of the facts, the various BellSouth retail interfaces used by BellSouth representatives actually calculate the due date using information obtained from DSAP and other sources, including the BellSouth Standard Interval Guide, using a "logic" within the interfaces themselves. Id., ¶¶ 50-62; Yingling Aff., p. 5 & ¶¶ 13-14; Narducci Aff., ¶ 7.

122. Whether located in DSAP or in BellSouth's interfaces, however, the essential functionality that would allow a CLEC to obtain a calculated due date is available only when a CLEC uses LENS both for pre-ordering and ordering, using LENS' Firm Order Mode. It is not available in EC-Lite (or even in LENS when a new entrant is using only the Inquiry Mode

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[61] (...continued)
11, 1997 (Attachment 30 hereto); letter from Jerry Hendrix (BellSouth) to Pamela Nelson (AT&T), dated June 24, 1997 (Attachment 31 hereto).

of LENS, which performs only pre-ordering functions). CLECs such as AT&T which require or use EDI for ordering do not have parity of access to due dates when using EC-Lite or the LENS Inquiry Mode.

123. When the pre-ordering involves customers to be serviced by resale, EC-Lite provides tables showing the days of the week when the applicable central office and work center are open, projected service intervals for the applicable work center, days on which no additional work will be accepted, and the Quick Service and Connect Through Indicators (which indicate whether facilities exist to activate a customer's service in a reduced interval). From that information, CLECs can "estimate" a due date.[62] The "estimated" due date, however, is not firm; the actual due date will be assigned by BellSouth, after the service order has entered its systems. The CLEC and its customer will learn of the actual due date only when BellSouth transmits the FOC -- which BellSouth has only committed, under its interconnection agreement with AT&T, to transmit within 24 hours of receipt of the order. In any event, the actual due date would not be transmitted while the customer remains on the line with the CLEC representative.

124. The due date functionality provided on EC-Lite to purchasers of UNEs -- to the extent that it can be called functionality at all -- is even worse. EC-Lite displays no due date intervals of any kind for CLECs purchasing UNEs, regardless of whether the UNE involved is a loop, port, a UNE combination, or number portability. Instead, UNE purchasers must use

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[62] See Stacy OSS Aff., ¶¶ 54-55, 57. The "view installation calendar," as it appears on screens of CLECs using LENS and EC-Lite, appears in Exhibits WNS-17a and 17b of Mr. Stacy's OSS affidavit.